

**TOWN OF PALMER LAKE  
EL PASO COUNTY  
STATE OF COLORADO**

**RESOLUTION NO. 19 - 2023**

**A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE AGREEMENT FOR  
STORMWATER CONSULTING FOR PALMER LAKE, COLORADO**

**WHEREAS**, Palmer Lake is a statutory Town organized under Part 3 of Article 4 of Title 31 of the Colorado Revised Statutes; and

**WHEREAS**, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado;

**WHEREAS**, the Town desires to engage the professional services of Chavez Consulting LLC for stormwater consulting; and

**WHEREAS**, Chavez Consulting LLC desires to provide the professional services needed by the Town and is committed doing so on an hourly basis as needed.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE OF EL PASO COUNTY, COLORADO, AS FOLLOWS:**

**Section 1.** The Board authorizes the Mayor to sign the attached service agreement with Chavez Consulting LLC for stormwater implementation work at rate of \$150 per hour as required for the Town.

**Section 2. Severability.** If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

**Section 3. Repeal.** Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 9TH DAY OF FEBRUARY 2023.**

TOWN OF PALMER LAKE, COLORADO

  
Grant Havenar, Mayor

ATTEST:

By:   
Dawn A. Collins, Town Administrator/Clerk

**TOWN OF PALMER LAKE CONSULTING AGREEMENT**  
**Revision 1**

This Agreement was effective April 1, 2020, and revised in January 2023, by and between the Town of Palmer Lake, Colorado, of 42 Valley Crescent, Palmer Lake, Colorado 80133, a Colorado municipality, and Chavez Consulting Inc., LLC, of 13880 Gymkhana Road, Peyton, Colorado 80831.

In this Agreement, the party who is contracting to receive services shall be referred to as "Palmer Lake" and the party who will be providing the services shall be referred to as "Chavez Consulting."

Chavez Consulting has a background in Municipal Separate Storm Sewer System (MS4) permits and is willing to provide services to Palmer Lake based on this background. Contractor is customarily engaged in an independent trade, occupation, profession, or business related to the services to be provided hereunder, and is ready, qualified, willing, and able to provide such services to Palmer Lake.

Palmer Lake desires to have services provided by Chavez Consulting.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on January 1, 2023, Chavez Consulting will provide the services (collectively, the "Services") as defined in the attached and accepted proposal for services as drafted solely by Chavez Consulting.

**2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Chavez Consulting shall be determined by Chavez Consulting. Palmer Lake will rely on Chavez Consulting to work as many hours as may be reasonably necessary to fulfill Chavez Consulting's obligations under this Agreement.

**3. PAYMENT.** Palmer Lake will pay Chavez Consulting for the Services based at a rate of \$150.00 per hour. This fee shall be payable monthly, no later than the thirtieth (30<sup>th</sup>) day of the month following the period during which the Services were performed. Should the time spent providing any of the Services exceed the Estimated Hours, Chavez Consulting will notify the Town of Palmer Lake prior to continuing work on that particular Service.

**4. NEW PROJECT APPROVAL.** Chavez Consulting and Palmer Lake recognize that Chavez Consulting's Services will include working on various projects for Palmer Lake. Chavez Consulting shall obtain the approval of Palmer Lake prior to the commencement of a new project.

**5. TERM/TERMINATION.** The term of this Agreement is from January 1, 2023, to January 31, 2024, if not terminated earlier. This Agreement shall terminate upon the written notice of either party upon 30 days' notice, with payment for work completed by the termination date due

30 days after a final invoice has been provided, subject to the provisions of Paragraph 3, above.

**6. RELATIONSHIP OF PARTIES.** It is understood by the parties that Chavez Consulting is an independent contractor with respect to Palmer Lake, and not an employee of Palmer Lake. Palmer Lake will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Chavez Consulting.

**THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR, CHAVEZ CONSULTING IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS OR UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.**

**7. EMPLOYEES.** Chavez Consulting's employees, if any, who perform services for Palmer Lake under this Agreement shall also be bound by the provisions of this Agreement.

**8. INJURIES.** Chavez Consulting acknowledges Chavez Consulting's obligation to obtain appropriate insurance coverage for the benefit of Chavez Consulting (and Chavez Consulting's employees, if any). Chavez Consulting waives any rights to recovery from Palmer Lake for any injuries that Chavez Consulting (and/or Chavez Consulting's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Chavez Consulting or Chavez Consulting's employees.

Chavez Consulting agrees to indemnify and hold harmless the Town, and its officers, agents, and employees, from and against any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of or is in any manner connected with the services to be provided under this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, or other fault of Chavez Consulting, any subcontractor of Chavez Consulting, or any officer, employee, or agent of Chavez Consulting or any officer, employee, or agent of a subcontractor of Chavez Consulting. Chavez Consulting further waives and releases the Town, and its officers, agents, and employees, from any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which Chavez Consulting may suffer and which arises out of or is in any manner connected with the services to be provided under this Agreement.

**9. INTELLECTUAL PROPERTY.** The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

*a. Consultant's Intellectual Property.* Chavez Consulting does not personally hold any interest in any Intellectual Property. Upon termination of this Agreement, all programs, control measures, regulatory mechanisms, record keeping systems and subparts developed for Palmer Lake will become the property of Palmer Lake.

**10. RETURN OF RECORDS.** Upon termination of this Agreement, Chavez Consulting shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Chavez Consulting's possession or under Chavez Consulting's control and that are Palmer Lake's property or relate to Palmer Lake's business.

**11. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, email, or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Palmer Lake:

Town of Palmer Lake Colorado  
Dawn A. Collins  
Town Administrator/Clerk  
42 Valley Crescent  
P.O. Box 208  
Palmer Lake, Colorado 80133  
[dawn@palmer-lake.org](mailto:dawn@palmer-lake.org)

with a copy to:

Matthew Z. Krob, Town Attorney  
KROB LAW OFFICE, LLC  
8400 E. Prentice Avenue, Penthouse  
Greenwood Village, CO 80111

IF for Chavez Consulting:

Chavez Consulting Inc., LLC  
John B. Chavez  
Owner  
13880 Gymkhana Road  
Peyton, Colorado 80831  
[johnchavez@chavezconsultinginc.com](mailto:johnchavez@chavezconsultinginc.com)

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**12. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**13. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.


14. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Colorado.

17. **NO WAIVER OF IMMUNITY.** Nothing herein shall be construed as a waiver by Palmer Lake of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

Party receiving services:  
Town of Palmer Lake, Colorado

By:   
Grant Havenar  
Mayor

Party providing services:  
Chavez Consulting Inc., LLC

By:   
John B. Chavez  
Owner

Attest:   
Dawn A. Collins, CMC  
Town Administrator/Clerk

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**ATTACHMENT**  
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# **CHAVEZ CONSULTING INC., LLC**

## **PROPOSAL FOR MS4 COMPLIANCE ASSISTANCE SERVICES**

### **OVERVIEW**

Chavez Consulting Inc., LLC is pleased to submit this proposal for Municipal Separate Storm Sewer System (MS4) permit compliance assistance services to the Town of Palmer Lake, Colorado. With over twenty years of regulatory experience developing and implementing stormwater control measure programs for local and state governments, Chavez Consulting Inc., brings the required knowledge and skills to help build a sustainable and MS4 permit compliant stormwater program for the Town of Palmer Lake.

#### **The Objective**

The Town of Palmer Lake (Palmer Lake) is subject to MS4 permitting requirements pursuant to Regulation 61 of Colorado Code of Regulations (CCR): 5 CCR 1002-61. In June of 2020, the Town of Palmer Lake formally adopted regulatory mechanisms required by the MS4 permit. Chavez Consulting Inc., LLC has assisted the town with implementation of the MS4 program since that time. A MS4 permit renewal is expected in 2023, which may impose new permit requirements on the town. It is the objective of Chavez Consulting Inc., LLC to keep Palmer Lake in compliance with current and future MS4 permit requirements.

Chavez Consulting Inc., LLC understands that Palmer Lake has the following needs relative to complying with the MS4 permit.

#### **Need #1: MS4 Permit Administration**

An annual program review and report are required by the MS4 permit. The annual report is to be submitted to the CDPHE by March 10, 2023. Permit administration is needed which includes:

- Completion of the annual program evaluation.
- Preparation of the annual report and other permit required documents.
- Updates to the Program Description Document and regulatory mechanisms.
- Representation during permit renewal.

#### **Need #2: Implement Control Measures**

Assistance is needed for the implementation the specific control measures required in Parts I.D and I.E. of the MS4 permit, which includes:

- Outreach and Education
- Illicit Discharge Control
- Construction Oversight
- Post Construction Stormwater Management
- Municipal Facility Pollution Prevention and Good Housekeeping

#### **Need #3: Maintain Record Keeping System**

A review, evaluation, and update to the Town's MS4 record keeping system is needed.

## THE PROPOSAL

Chavez Consulting Inc., LLC proposes to provide the following services to the Town of Palmer Lake.

### **Service Area 1: MS4 Permit Administration**

Compliance with the MS4 permit requires ongoing administration of the permit. Permit administration services include:

- Completion of an annual program evaluation.
- Preparation of the annual report and other permit required documents as needed.
- Update the Program Description Document and regulatory mechanisms.
- Representation during permit renewal.

### **Service Area 2: Control Measure Implementation**

Assist with the implementation of the specific control measures required in Parts I.D and I.E. of the MS4 permit that includes:

- Part I.D.1. Public Involvement and Participation Process
- Part I.E.1. Public Education and Outreach
- Part I.E.2. Illicit Discharge Detection and Elimination
- Part I.E.3. Construction Oversight
- Part I.E.4. Post Construction Stormwater Management in New Development and Redevelopment
- Part I.E.5. Pollution Prevention/Good Housekeeping for Municipal Operations

### **Service Area 3: Maintain Record Keeping System**

Utilize existing information technology infrastructure and resources to maintain a mechanism that satisfies the recordkeeping requirements of the permit.

Chavez Consulting Inc., LLC will provide technical support to the Town Manager for all presentations to the Town Board of Trustees required for service areas 1,2 and 3.

### **Service Area 4: Coordination with the Division and Colorado Stormwater Council**

Chavez Consulting Inc., LLC will coordinate the Town's participation in the Colorado Stormwater Council. Technical support will also be provided for communications with the Water Quality Control Division.

### **Resources**

Chavez Consulting Inc., LLC will provide its own electronic resources to complete the required services. Documents will be produced in Word and PDF formats. Presentations will be prepared using PowerPoint. Travel expenses (if incurred) will be priced separately and directly billed to the Town.

### **Timeline for Execution**

The following timeline is proposed for completion of the services provided. All work proposed should be completed by this date. Please note this timeline provides a suggested schedule and does not reflect billable hours needed to complete the service.



Description	Start Date	End Date	Duration
Service Area 1	January 1, 2023	January 31, 2024	13 months
Service Area 2	January 1, 2023	January 31, 2024	13 months
Service Area 3	January 1, 2023	January 31, 2024	13 months
Service Area 4	January 1, 2023	January 31, 2024	13 months

### Supplied Services and Materials

The following services and materials may be required and is to be supplied by the client.

Material to be Supplied by Client	Due Date
Access to all MS4 permit documents, criteria manuals, policies and procedures, codes, ordinances related to stormwater.	January 1, 2023
Legal review and signatures on documents prepared for submission to the Division.	One week from submission to Town Administrator

### PRICING

The following table details the pricing for delivery of the services outlined in this proposal. The following cost estimates are provided for evaluation purposes. The base fee for services is \$150.00 per hour. Costs for all services will be billed based on actual hours spent performing the service, rounded up to the nearest quarter hour. Actual billable hours and costs may vary due to factors outside the control of Chavez Consulting Inc. Travel time to the Division (if needed) is priced separately, please see note at end of table.

Cost: Service Area #1	Estimated Hours	Cost
Permit Administration	20	\$3000
Cost: Service Area #2		
Part I.D.1. Public Involvement and Participation Process	8	\$1200
Part I.E.1. Public Education and Outreach	16	\$2400
Part I.E.2. Illicit Discharge Detection and Elimination	16	\$2400
Part I.E.3. Construction Site	60	\$9000
Part I.E.4. Post Construction Stormwater Management in New Development and Redevelopment	20	\$3000
Part I.E.5. Pollution Prevention/Good Housekeeping for Municipal Operations	16	\$2400
Cost: Service Area #3		
Recordkeeping	24	\$3600
Cost: Service Area #4		

Coordination: Stormwater Council; WQCD	16	\$2400
<b>Total:</b>	<b>176</b>	<b>\$29,400.00</b>
Note: 1. Travel time to the Division is billed at \$50.00 per hour.		

**Billing**

Chavez Consulting Inc., will bill monthly (1<sup>st</sup> of the month) for services rendered in the preceding calendar month.

**Payment**

Payment is due within 30 days upon receipt of the invoice for services.

**QUALIFICATIONS**

Please refer to my webpage: [www.chavezconsultinginc.com](http://www.chavezconsultinginc.com) to review my qualifications.

**CONCLUSION**

Chavez Consulting Inc., LLC looks forward to working with the Town of Palmer Lake to address its MS4 permit compliance concerns. I am confident that we can meet the challenges ahead and stand ready to partner with the Town of Palmer Lake in developing a compliant, sustainable and effective stormwater program consistent with the MS4 permit.

Notification of acceptance of this proposal must be provided. If you have questions on this proposal, feel free to contact me at your convenience by email at [johnchavez@chavezconsultinginc.com](mailto:johnchavez@chavezconsultinginc.com) or by phone at (719) 251 5580. I will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

John B. Chavez  
 Chavez Consulting Inc., LLC  
 January 30, 2023

Signed (Acceptance of Proposal)

*Grant Havenar*

*Grant Havenar*

Print Name:

Date: *2/10/2023*